

**IN THE UNITED STATES BANKRUPTCY COURT FOR
THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE:

Dania A. Beadle,
Debtor.

Chapter 13

MANUFACTURERS AND TRADERS TRUST
COMPANY ALSO KNOWN AS M&T BANK
SUCCESSOR BY MERGER TO HUDSON CITY
SAVINGS BANK, FSB,

Movant,

vs.

Dania A. Beadle,

Debtor / Respondent,

and

KENNETH E. WEST,

Trustee / Respondent.

Case No.: 19-16791-elf

IMPORTANT NOTICE

Bank of America, N.A. (“BANA”) is committed to helping its Consumer & Small Business clients experiencing hardship. Depending upon the circumstances of your case, BANA may be agreeable to a consensual resolution of this matter through, among other things, a Court approved temporary deferral of payments, a restructuring of payments, or a restructuring of payment amounts. If you, or where applicable any co-debtors, fall into this category, you or your counsel (if represented) should promptly contact the undersigned to discuss possible options.

MOTION FOR RELIEF FROM THE AUTOMATIC STAY

MANUFACTURERS AND TRADERS TRUST COMPANY ALSO KNOWN AS M&T BANK SUCCESSOR BY MERGER TO HUDSON CITY SAVINGS BANK, FSB (“Movant”) hereby moves this Court, pursuant to 11 U.S.C. § 362, for relief from the automatic stay with respect to certain real property of the Debtor having an address of 938 Kenwood Rd, Drexel Hill, PA 19026-1705, (the “Property”). In further support of this Motion, Movant respectfully states:

1. A petition under Chapter 13 of the United States Bankruptcy Code was filed with respect to the Debtor on October 30, 2019.

2. A Chapter 13 Plan was confirmed on April 30, 2020.

3. The Debtor has executed and delivered or is otherwise obligated with respect to that certain promissory note in the original principal amount of \$155,846.00 (the “Note”). A copy of the Note is attached hereto as “Exhibit A.” Movant is an entity entitled to enforce the Note.

4. Pursuant to that certain Mortgage, dated July 11, 2011 and recorded in the Office of the County Clerk of Delaware, Pennsylvania, (the “Mortgage”), all obligations (collectively, the “Obligations”) of the Debtor under and with respect to the Note and the Mortgage are secured by the Property. A copy of the Mortgage is attached hereto as “Exhibit B.”

5. All rights and remedies under the Mortgage have been assigned to the Movant pursuant to an assignment of mortgage. A copy of the assignment of mortgage is attached hereto as “Exhibit C.”

6. As of January 19, 2022, the outstanding amount of the obligation less any partial payments or suspense balance is \$124,666.29.

7. In addition to the other amounts due to Movant reflected in this Motion, as of the date hereof, in connection with seeking the relief requested in this Motion, Movant has also incurred \$1,050.00 in legal fees and \$188.00 in costs. Movant reserves all rights to seek an award or allowance of such fees and expenses in accordance with applicable loan documents and related agreements, the Bankruptcy Code and otherwise applicable law.

8. The following chart sets forth the number and amount of post-petition payments due pursuant to the terms of the Note that have been missed by the Debtor as of January 19, 2022:

| Number of Missed Payments | From | To | Monthly Payment Amount | Total Missed Payments |
|---|-----------|-----------|------------------------|-----------------------|
| 1 | 11/1/2021 | 11/1/2021 | \$1,384.40 | \$1,384.40 |
| 2 | 12/1/2021 | 1/1/2022 | \$1,320.63 | \$2,641.26 |
| Less post-petition partial payments (suspense balance): | | | | (\$ 133.74) |

Total: \$3,891.92

8. As of January 19, 2022, the total post-petition arrearage/delinquency is \$3,891.92.¹

9. The estimated market value of the Property is \$159,755.00. The basis for such valuation is Debtor's Schedules A/B attached hereto as "Exhibit D."

10. Movant reserves the right to secure an appraisal or other valuation of the property and reserves all rights with regard to equity or lack thereof in the property.

11. The amount of the next monthly payment of the Debtor due under the terms of the Note and Mortgage is \$1,320.63.

12. Cause exists for relief from the automatic stay for the following reasons:

(a) Relief from the stay allowing Movant (and any successors or assigns) to engage in communications, negotiations, and/or actions to effectuate a foreclosure alternative with Respondent Debtor.

(b) Movant's interest in the Property is not adequately protected.

¹ The total of missed postpetition payments for this impounded loan include any missed escrow payments. Such missed escrow payments include amounts assessed for taxes and insurance and any previously assessed escrow shortage amount (if applicable). To avoid duplication, postpetition advances (if any) made for insurance, real estate taxes, or similar charges are not listed separately to the extent such advances would have been paid from the missed escrow payments. As part of the next annual RESPA analysis, the Bank will determine whether the escrow payments assessed to the debtor (including the missed escrow payments) result in a projected escrow shortage or overage. All rights are hereby reserved to assert or request any escrow amounts in accordance with RESPA and the total postpetition arrearage/delinquency is qualified accordingly.

(c) Post-confirmation payments required by the confirmed plan or proposed plan have not been made to Movant.

WHEREFORE, Movant prays that this Court issue an Order terminating or modifying the stay and granting the following:

1. Relief from the stay with respect to the Property.
2. That the Order be binding and effective despite any conversion of this bankruptcy case to a case under any other chapter of Title 11 of the United States Code.
3. For such other relief as the Court deems proper.

Respectfully submitted,
MILSTEAD & ASSOCIATES, LLC

DATED: February 4, 2022

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